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**UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF NEW JERSEY**

DANIEL BOCK, JR., Plaintiff, *vs.* PRESSLER AND PRESSLER, LLP, Defendant.	Case No.: 2:11-cv-07593-KM-SCM **DECLARATION OF DANIEL BOCK, JR.**

I, Daniel Bock, Jr., declare:

1. I am the Plaintiff in this case and make this Declaration based on my own personal knowledge.

2. I want to explain my understanding about the facts and circumstances concerning Pressler's collection lawsuit.

3. I initially contacted Philip D. Stern, Esq. in late December 2011 concerning my dealings with the Pressler Law Firm. At that time, I had a pending lawsuit with Pressler on behalf of "Midland Funding, LLC," a company I had never heard of until September 2011. According to a letter I had received from Pressler, Midland supposedly bought my HSBC credit card account. I understand that a copy of that letter, which is dated September 15, 2011, is attached as Exhibit "A" to my Complaint filed in this case.

4. In October 2011, I received Pressler's collection complaint, a copy of which is attached as Exhibit "B" to my Complaint. Prior to Pressler's lawsuit, I had never before been sued by anyone for anything and, in fact, I have never been sued by anyone since that lawsuit. In short, being sued by Pressler was a new, frightening, and humiliating experience for me and involved processes and procedures about which I literally knew nothing.

5. In November 2011, after spending time away from work researching what to do and how to it, I filed an Answer to the collection complaint, as I was fairly certain I had never received any bills on my former HSBC account that ever exceeded $8,000.00—the amount Pressler's lawsuit claimed I owed Midland.

6. I used a form Answer which the New Jersey court supplied. Mr. Stern informs me that a copy of my Answer appears in this Court's records at PageID 174 in Docket Document 32-5. I had to pay a $15.00 court fee to file my Answer, which is reflected on the first page of my Answer. *Id.* I also incurred cost of approximately $8.00 for the cost of printing the Answer and mailing it via certified mail return receipt requested (never mind the cost of gas and time expended in going to the post office to mail it. I did not receive the assistance of any attorney when preparing and filing my Answer.

7. In December 2011, I started researching the Pressler Law Firm and Midland on the Internet which led me to find information about Mr. Stern. Sometime between Christmas and New Year's, I called Mr. Stern's office and spoke with him.

8. He explained to me that, to represent me in Pressler's lawsuit, I could pay him by the hour or, in the alternative, I could pay him fixed fee of $1,000.00 plus expenses.

9. Mr. Stern also explained that earlier in the year, he had successfully won a case handled by the Pressler Law Firm where the case was dismissed because they lacked evidence. He told me that, ever since, when he handled the defense of a collection case filed by Pressler, a particular attorney, Steven Lang, Esq., was re-assigned to handle it. Mr. Stern told me Mr. Lang was particularly aggressive and had actually threatened him. Furthermore, Mr. Stern explained that, during the summer of 2011, he was successful in dismissing a Midland case handled by Mr. Lang for lack of proof that it owned the account and Mr. Lang was particularly sore about losing that case. In short, Mr. Stern wanted me to know what I'd be up against if I hired him.

10. At the time, I decided to save the $1,000.00. I did, however, hire Mr. Stern to bring my claims in this lawsuit but he was quite clear he would not be assisting me in representing myself in the collection case.

11. By late January 2012, however, I had a change of heart. I had tried to settle the Pressler lawsuit, but Pressler refused to accept anything less than the $8,000.00 it claimed I owed, but which I knew I did not owe, and Pressler's office had filed a motion to compel discovery responses. I felt like I was in over my head and was no longer able to defend myself, and I was experiencing significant stress and anxiety in trying to defend myself. The court entered an order granting Pressler's discovery motion, which only further exacerbated the stress and anxiety I was experiencing as a result of Pressler's lawsuit. I discussed it with my fiancé and decided to hire Mr. Stern and pay him $1,000.00 plus expenses to defend me knowing that going forward he'd have to deal with Mr. Lang.

12. The Pressler lawsuit was scheduled for trial on February 24, 2012.

13. Prior to the trial date, Mr. Stern explained that he had tried to get it postponed because he would be out-of-state attending a conference. He further explained that Mr. Lang objected to his adjournment request despite knowing Mr. Stern would be out-of-state.

14. I knew Mr. Stern was in a solo practice. He explained that he had arranged with a colleague, Andrew Weltchek, Esq., to appear for my trial. He introduced me to Mr. Weltchek. At that time, Mr. Stern explained it was not necessary for me to appear in court because Mr. Weltchek would there but, in case the court told Mr. Weltchek I needed to be in court, I remained on call. I was also available if there were any settlement discussions.

15. On the trial date, I had several calls with Mr. Weltchek. He told me Mr. Lang was in court without any witnesses but that there were discussions about settling the case. Bear in mind I knew it was Midland's obligation to prove its case and without a witness it could not prove anything. I also knew Mr. Stern's experience when he beat Mr. Lang on a Midland case because Pressler couldn't prove Midland owned the account. Finally, I was confident that there was no billing statement which was in an amount as high as Midland claimed (i.e., $8,000.00) although I was unsure of the exact amount. As a result, I agreed to pay a total of $3,000.00 to settle the matter solely for the purpose of buying myself peace, eliminating the stress and anxiety the lawsuit was causing me, and eliminating any potential risk of a judgment being entered against me (for any amount) which might cause me to file bankruptcy and have negative consequences on my credit standing, all of which would for years negatively affect me, my family, and my future marriage to my fiancé. Mr. Stern informs me the written agreement signed by Mr. Weltchek on my behalf appears at PageID 190 in Docket Document 32-5.

16. I have provided this background to explain why I agreed to pay $3,000.00. I did not, and still do not, believe I owed the money Pressler sought to collect in its collection complaint.

17. I sat in the courtroom when this case was argued on appeal. I don't remember whether the attorney for Pressler or one of the judges said it but I thought I heard someone say I owed the debt claimed in Pressler's collection complaint. That is simply untrue. I never admitted owing any amount of money to Midland and I have always denied owing the

$3,000.00 solely to buy peace and be done with Midland, Mr. Lang, and Pressler. My settlement agreeing to pay $3,000.00 is no more an admission I owed the claimed debt than it was an admission by Midland or Pressler that I did not owe what they claimed.

In accordance with 28 U.S.C. §1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on: October 3, 2016

DANIEL BOCK, JR.